

TENTATIVE RULINGS: CIVIL LAW & MOTION

**Friday, February 20, 2026 at 3:00 p.m.
Courtroom 18 – Hon. Rene A. Chouteau for the Hon. Dana Simonds
Civil and Family Law Courthouse
3055 Cleveland Avenue
Santa Rosa, California 95403**

The tentative rulings will become the ruling of the Court unless a party desires to be heard. If you desire to appear and present oral argument, **YOU MUST NOTIFY** the Judge’s Judicial Assistant by telephone at **(707) 521-6729**, and all other opposing parties of your intent to appear, **and whether that appearance is in person or via Zoom**, no later 4:00 p.m. the court day immediately preceding the day of the hearing.

If the tentative ruling is accepted, no appearance is necessary unless otherwise indicated.

TO JOIN ZOOM ONLINE:

Department 18:

Meeting ID: 160—739—4368

Password: 000169

<https://sonomacourtorg.zoomgov.com/j/1607394368?pwd=aW1JTWIL3NBeE9LVHU2NVVpQIVRUT09>

TO JOIN ZOOM BY PHONE:

By Phone (same meeting ID and password as listed for each calendar):

Call: +1 669 900 6833 US (San Jose)

Unless notification of an appearance has been given as provided above, the tentative ruling shall become the ruling of the Court the day of the hearing at the beginning of the calendar.

1. 24CV05351, Biotherm Solutions LLC v Blue Sky SEO, LLC

Plaintiff’s unopposed motion to enforce settlement and enter judgment is **GRANTED**.

If no hearing is requested, the Court will sign the proposed order lodged with the moving papers. Plaintiff’s counsel shall submit a proposed judgment.

On September 24, 2024, Plaintiff Biotherm Solutions, LLC filed a complaint against Defendant Blue Sky Seo, LLC alleging breach of contract and seeking damages in the amount of \$15,000. On June 30, 2025, Plaintiff and Defendant entered into a written Memorandum Regarding Material Terms of Settlement, which called for Defendant to pay Plaintiff \$15,000 in three consecutive monthly installments of \$5,000 on September 15, 2025, October 15, 2025, and November 14, 2025. In exchange, Plaintiff was to discontinue use of all work product furnished to it by Defendant under the Agreement. The settlement provides that the prevailing party in an action to enforce the terms of the settlement shall be entitled to recover its reasonable attorney’s fees and

costs incurred in enforcement. The parties agreed that the Court shall retain jurisdiction pursuant to CCP § 664.6.

Plaintiff represents that it has performed all necessary actions under the terms of the settlement agreement. However, Defendant has failed to pay any of the settlement funds. Plaintiff seeks to have judgment entered against Defendant in the amount of \$17,535.00, which is comprised of \$15,000 for the unpaid settlement, \$2,475 in legal fees incurred on this motion, and \$60 in costs for filing this motion. The Court finds this request to be reasonable.

2. 25CV06948, Brajkovich v Diaz-Hernandez

The unopposed motion by Lawrence A. Strick to be relieved as counsel for Plaintiff Ayden Brajkovich is **GRANTED**. Counsel represents that there has been a complete breakdown in communication. The trial in this matter is not yet scheduled. If no hearing is requested, the Court will sign the proposed order lodged with the moving papers.

3. 24CV04433, Barrett v Wheelcare Express Inc

This is a joint ruling on Plaintiffs' motion for order deeming requests for admissions, set two, admitted and motion to compel responses to requests for production of documents, set two.

Both motion are **DENIED** as moot. Plaintiffs' requests for sanctions are **GRANTED** in the total amount of \$1,470.

Plaintiffs' counsel shall submit a written order consistent with this tentative ruling and in compliance with Rule 3.1212.

Analysis:

Plaintiffs propounded their second set of discovery requests, including requests for admissions and requests for production of documents, on Defendant Wheelcare Express, Inc. on November 3, 2025. Defendant's responses were due on December 5th. On December 8th, having not received responses from Defendant, Plaintiff sent a meet and confer email stating that if responses were not received by December 12th, this motion would be filed. Defendant failed to respond to the meet and confer email and failed to provide responses by December 12th. This motion was filed on December 16th. On December 18th, Defendant served responses to Plaintiff's second set of discovery.

Since Plaintiffs' motions seek to compel responses from Defendant to their second set of discovery and since Defendant has now served responses to the discovery, Plaintiffs' motions are moot. The sufficiency of those responses is not before the Court at this time.

The issue of sanctions remains. Defendant argues that sanctions should not be imposed because of various stated reasons. However, Defendant has not explained its failure to respond to

Plaintiffs' December 8th meet and confer email. Defendant made no effort to communicate its difficulties with Plaintiffs. It made no effort to seek an extension of time from Plaintiffs. Accordingly, the Court finds sanctions to be appropriate.

Plaintiffs seek 3 hours of attorney time at \$450 per hour for each motion as well as the \$60 filing fee for each motion. The Court finds this request to be unreasonable considering the fact that the memoranda in support of the motions consist of only 4 pages, most of the contents of which are identical, and the 2 page declarations in support of the motions are nearly identical. The Court finds that 3 total hours of attorney work for both motions is reasonable. Accordingly, sanctions are awarded to Plaintiffs in the total amount of \$1,470, which consists of 3 total hours of attorney time at \$450 per hour and \$120 for two filing fees.

4. SCV-270601, Mahrt v Cornerstone et al

Defendants/Cross-Defendants Gabriel Foster and Cornerstone Land Company's motion for summary judgment to the Complaint and Cross-Complaint is **DROPPED as MOOT** as on February 18, 2026, the Court signed an order approving a good faith settlement between Defendants and Plaintiffs and between Defendants and Cross-Complainant Yang Liu.

5. 25CV01298, Looney v Pretty Faces LLC

Judgment Creditor's unopposed motion to appoint receiver to take possession and, if necessary, sell Judgment Debtors' liquor license is **GRANTED**.

Judgment Creditor shall submit a written order consistent with this tentative ruling. Due to the lack of opposition, compliance with Rule 3.1312 is excused.

Judgment was entered against Judgment Debtor on May 1 .2025, in the amount of \$5,70973 to be paid to Judgment Creditor Gary Looney dba Collectronics of California. Judgment Creditor has propounded postjudgment discovery on Judgment Debtor and has received no response. Judgment Creditor has attempted several times to contact Judgment Debtor via phone and letter to no avail. Judgment Creditor represents several attempts to enforce the judgment have been unsuccessful, including the filing of a J1 lien. Judgment Creditor represents that the only attachable asset is the liquor license. Judgment Creditor has met his burden of proving that the appointment of a receiver is necessary.

The Court approves Landon McPherson as the receiver. Mr. McPherson shall post an undertaking in the amount of \$1,000.00 upon his appointment.

*****This is the end of the Tentative Rulings*****